

AGREEMENT
BETWEEN
THE SUFFOLK COUNTY SHERIFF'S DEPARTMENT
AND
CORRECTIONAL PSYCHIATRIC SERVICES, P.C.
FOR
COMPREHENSIVE HEALTHCARE SERVICES

This Agreement is entered into this March 2023 by and between the Suffolk County Sheriff's Department ("SCSD"), with an address of 20 Bradston Street, Boston, Massachusetts and Correctional Psychiatric Services, P.C. ("CPS") with an address of 300 Congress Street, Suite 405, Quincy Massachusetts.

WHEREAS, SCSD published RFR for Comprehensive Healthcare Services (BD-23-1098-HOC-SDS02-80172) ("Contract") on November 1, 2022.

WHEREAS, CPS submitted a bid for the Contract;

WHEREAS, CPS was awarded the Contract the week of March 27, 2023;

NOW THEREFORE, the SCSD and CPS hereby clarify and agree to the follow:

1. Methadone Costs

CPS shall report the costs for methadone used to be given to the Contract Manager quarterly.

This report shall be considered a required report under Section 6.10.1.

2. Penalty

Section 6.3.7.1. shall be replaced with the following language:

Transportation for specialty services that are to be provided on-site may incur a \$500 per trip penalty for each visit to an off-site service location.

Such penalties shall not apply to the first three trips of each month. Any subsequent trips under Section 6.3.7.1 may incur a \$500 per trip penalty.

3. Staffing and Vacancy Reports

Section 6.10.2. shall be replaced with the following language:

The Contractor shall provide SCSD with punch reports for all staff on a monthly basis with the invoice. The Contractor is responsible for ensuring hours worked are accurately reflected on the

punch summaries. Along with the punch summary, the Contractor shall provide the staffing matrix with calculated percentage of filled and vacant positions.

Staff working over eight (8) hours or a double shift must punch out at the end of their scheduled shift and punch back in at the commencement of the 2nd shift. Each report shall note the difference between actual hours worked and Contract hours required according to the provided Site Staffing Matrix.

With each monthly invoice, the Contractor shall provide SCSD the prior months staffing hours for all positions, staffing shortages, updated schedules, and position vacancies to include terminations and/or resignations that occurred. Vacancy reports shall include the date the position became vacant as well as the name of hired candidate with pending start date, if available.

The Monthly Staffing and Vacancy Reports will be used to determine the Group Staffing Adjustment to be made per each group (See Section 7.3 for Staffing Lists).

For the purpose of the Group Staffing Adjustment, in the event that any such Personnel position is vacant, and the total staffing percentage is below 85%, per group, the SCSD may offset the monthly invoice using the following table to determine the percentage to be offset:

Staffing Percentage*	Group 1 Offset	Group 2 Offset**
85% or greater	0%	0%
84% to 80%	3%	1%
79% to 75%	6%	2%
74% to 70%	12%	4%
69% or less	15%	7.5%

* Percentage rounded to whole number

Vacancy shall mean the position has been unfilled for thirty (30) days or more. The contractor shall make attempts to have other staff fill the vacancies to ensure patient care is not impacted. **The Group 2 offset percentage will double if a vacancy persists for longer than ninety (90) days.

Prompt Payment Discount Payment days will be measured once SCSD has all accurate reports and the invoice.

4. Pricing Proposal

CPS amended their Attachment P: Pricing Proposal Form around March 15, 2023.

The following are the price per contract period for each of the 6 years of the contract, where Years 3-4 and 5-6 are option years.

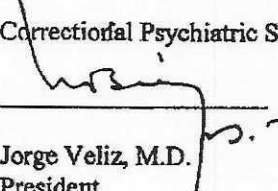
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
\$19,000,000.00	\$19,750,000.00	\$20,157,100.00	\$20,761,813.00	\$21,384,667.00	\$22,026,207.00

See Exhibit A for Attachment P as amended by CPS.

5. Application

Except as set forth in this Agreement, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Agreement and the Contract or any earlier amendments, the terms of this Agreement shall prevail.

Correctional Psychiatric Services, P.C., by


Jorge Veliz, M.D.
President

Date 3.28.2023

The Suffolk County Sheriff's Department, by


Allen Forbes
General Counsel

Date 3.28.2023

The Suffolk County Sheriff's Department, by


Charles Donovan
CFO

Date 3/28/23

Exhibit A

RFR# BD-23-1098-HOC-SDS02-80172

Comprehensive Health Services

Attachment P: PRICING PROPOSAL FORM 1

PRICE PER CONTRACT PERIOD

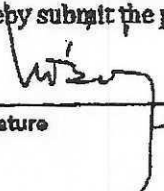
Company Submitting the Pricing Proposal: CPS Correctional Healthcare

The following are the price per contract period for each of the 6 Years of the contract, WHERE Years 3-4 and 5-6 are option years. The Bidder shall provide a dollar value for each box.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
19,000,000.00	19,570,000.00	20,157,100.00	20,761,813.00	21,384,667.00	22,026,207.00

Bid Affirmation

I, Jorge Veliz, MD, being duly authorized by the company to file this proposal and bind said company in this Contract with the Suffolk County Sheriff's Department, and in my capacity as Owner of said company, and having read the terms and conditions of the Request for Responses and all of the associated Riders, Addenda, and the Commonwealth of Massachusetts Standard Terms and Conditions, and understanding the scope of the Services required under this Contract hereby submit the prices as listed above.


Signature